

BILL NO. S-75-10- 27.

SPECIAL ORDINANCE NO. S- 230-75.

AN ORDINANCE approving a contract with E.L.C.
CONTRACTOR for installation of street lighting
in North Highlands Addition, Resolution 110-75

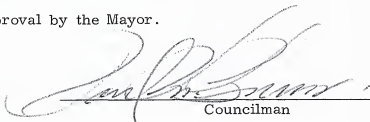
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the Contract dated October 8, 1975, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and E.L.C. CONTRACTORS, for:

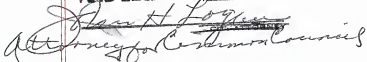
Installation of new Street Lighting in North Highlands Addition
bounded by State Boulevard, Jesse Avenue, Spring Street and
Tyler Avenue

for a total cost of \$53,100.00, of which \$.018 per square foot is to be paid by
the property owners and the balance paid by the City, all as more particularly
set forth in said Contract which is on file in the Office of the Board of Public
Works and is by reference incorporated herein, made a part hereof and is
hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


Attorney for Common Council

Read the first time in full and on motion by Burns seconded by Hinga and duly adopted, read the second time by title and referred to the Committee on City Utilities (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.)

Date: 10-14-75

Shirley W. Waterman
CITY CLERK

Read the third time in full and on motion by Burns

seconded by Hinga and duly adopted, placed on its passage.

Passed (~~LOST~~) by the following vote:

	AYES <u>5</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u> to-wit:
Burns	<u>✓</u>	_____	_____	_____
Hinga	<u>✓</u>	_____	_____	_____
Kraus	_____	_____	_____	<u>✓</u>
Mack	<u>✓</u>	_____	_____	_____
Nuckolls	<u>✓</u>	_____	_____	_____
Nichols	<u>✓</u>	_____	_____	_____
Morris	<u>✓</u>	_____	_____	_____
Schmidt, D.	<u>✓</u>	_____	_____	_____
Schmidt, V.	<u>✓</u>	_____	_____	_____
Stier	<u>✓</u>	_____	_____	_____
Talarico	<u>✓</u>	_____	_____	_____

Date 10-28-75

Shirley W. Waterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-230-75 on the 28th day of October, 1975.

ATTEST: Shirley W. Waterman (SEAL)
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of October, 1975 at the hour of 1:00 o'clock P. M., E.S.T.

Shirley W. Waterman
CITY CLERK

Approved and signed by me this 29th day of October, 1975 at the hour of 1:00 o'clock P. m., E.S.T.

Earl P. Loop
MAYOR

Bill No. S-75-10-37

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with E.L. C. CONTRACTOR for installation of street
lighting in North Highlands Addition, Resolution 110-75

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance PASS.

Paul M. Burns - Chairman

Donald J. Schmidt - Vice-Chairman

Winfield C. Moses, Jr.

William T. Hinga

Eugene Kraus, Jr.

DATE 10-28-75 Charles W. Western, Jr. CITY CLERK



THE CITY OF FORT WAYNE

board of public works

September 16, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

After very lengthy proceedings involving neighborhood meetings, petitions, public hearings and bidding, a contract has been awarded for installation of ornamental street lights with underground wiring in North Highlands area bounded by State, Jessie, Spring and Tyler.

Contract for installation was awarded to E.L.C. Company in amount of \$53,100.00. This is for installation. Materials and engineering are being supplied by the City. Total expenditure for the project is \$186,501.00. Property owners are being assessed at \$.018 per square foot.

In order to allow contractor to move on this before inclement weather, the Board respectfully requests a "Prior Approval".

Special Ordinance will be submitted when contract and bonding is completed.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt

Attachment: Tabulation

cc: Mayor

APPROVED:

William T. Kruga Jr. *James L. Hester*
James A. Toland *William J. Schmitt*
Q. Schmidt *Eugene Kraus* *William J. Schmitt Jr.*

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman

City Clerk

Melvin F. Thompson
Chief Deputy

EQUAL OPPORTUNITY EMPLOYER

BID ANALYSIS SHEET

PROJECT NORTH HIGHLANDS ADDITION

OFFICE OF CITY ENGINEER

DATE 9-15-75

RES. NO. 110-1975

MATERIAL

FORT WAYNE INDIANA

DATE 9-15-75			RES. NO. 110-1975		MATERIAL							
CONTRACTORS			ESTIMATE	EXTENSION	E.L.C. Contractor		T & F Construction		N.G. Gilbert		Schmidt Electric	
STREET LIGHTING - MATERIAL COST	QUAN	UNIT			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
310	ea.	16' Embedded Aluminum poles wired.	48.18	14953.80	38.00	11780.00	23.00	7,130.00	41.50	12,865.00	50.00	15,500.00
310	ea.	G.E. TC100R 100 watt High Pressure Sodium luminaire with lamp	10.95	3394.50	12.00	3,720.00	11.00	3,410.00	13.50	4,185.00	15.00	4,650.00
32,000	ft.	Trenching 20" deep including backfill & installation of #4 2/c aluminum underground wire in trench.	.90	27520.00	.80	25,600.00	.85	27,200.00	.75	24,000.00	1.36	43,520.00
6000	ft.	1 1/2 steel conduit pushed under sidewalks, driveways & streets; including installation of #4 2/c aluminum wire in conduit	2.45	14700.00	1.50	9,000.00	2.50	15,000.00	2.24	13,440.00	2.60	15,600.00
30000	ft.	Final grading, topsoil & seeding.	.20	6000.00	.10	3,000.00	.10	3,000.00	.15	4,500.00	.12	3,600.00
		CONTRACTOR'S BID		66568.30		53,100.00		55,740.00		58,990.00		82,870.00
		Estimated Material Cost furnished by the City of Fort Wayne		110847.00		110,847.00		110,847.00		110,847.00		110,847.00
		Removal Cost		4206.55		4,206.55		4,206.55		4,206.55		4,206.55
		Advertising Cost		40.00		40.00		40.00		40.00		40.00
		Inspection & Engineering		18308.00		18,308.00		18,308.00		18,308.00		18,308.00
		TOTAL		199969.85		186,501.00		189,141.55		192,391.55		216,271.55

62-287-12 10/8/75

CONTRACT 110-1975

STATE OF INDIANA)
COUNTY OF ALLEN) ss

THIS AGREEMENT AND INDENTURE made and entered into this,
the 8 day of October 1975, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

E.L.C. Contractor

The part of the second part, termed in this agreement and the
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully des-
cribed, and the Contractor did, on the day of ,
file with the Board of Public Works, a copy of said contract
documents, together with his offer and terms therein fully
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
called for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

Installation of new Street Lighting in NORTH HIGHLANDS

ADDITION bounded by State Blvd., Jesse Avenue, Spring Street,

and Tyler Avenue. @ Contractor's Bid of \$53,100.00.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haee verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - Contractor agrees to have 75% of the project completed by December 1, 1975 or he will be subject to a daily fine of \$25.00 until the 75% is attained. Further, the Contractor agrees to have this project 100% complete by January 1, 1976 or he will be subject to a \$25.00 a day fine until project is completed. The Board of Public Works reserves the right to bring in another contractor to complete this project if it is not completed within a reasonable period of time after the latter date at the original contractor's expense.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Ernest L. Smith

ATTEST: Clerk

John H. [Signature]
MAYOR

BOARD OF PUBLIC WORKS

[Signature]
Carl E. O'Neal
Betty Ann Nault

CONTRACTOR: *E. L. C. CONTRACTOR*

BY: *E. [Signature]*

Approved in Form & Legality

By:

NATIONAL INDEMNITY COMPANY

Omaha, Nebraska

NATIONAL INDEMNITY COMPANY

Omaha, Nebraska

Bond No. GPN 41515

PERFORMANCE BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-311 (Sept. 1963 Ed.)

KNOW ALL MEN BY THESE PRESENTS:

That E. L. C. CONTRACTORS

(Here insert the name and address or legal title of the Contractor)

3317 RODGERS AVENUE - FORT WAYNE, INDIANA

as Principal, hereinafter called Contractor, and NATIONAL INDEMNITY COMPANY as Surety,

hereinafter called Surety, are held and firmly bound unto THE CITY OF FORT WAYNE

(Here insert the name and address or legal title of the Owner)

FORT WAYNE, INDIANA

as Obligor, hereinafter called Owner, in the amount of TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated

entered into a contract with Owner for THE INSTALLATION AND TRENCHING OF 4-2/C WIRE ON PROJECT 110-75
NORTH HIGHLANDS ADDITION

in accordance with drawings and specifications prepared by RONALD BOMAR - ONE MAIN STREET - CITY COUNTY BUILD
FORT WAYNE, INDIANA

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this FIRST day of OCTOBER A. D. 19 75

In the presence of:

Anne J. Fort

E. L. C. CONTRACTORS

(Seal)

(Principal)

By *Sham Duggan*

(Title)

NATIONAL INDEMNITY COMPANY

(Surety)

By *Barbara Boman*

ATTORNEY-IN-FACT

POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

GPN № 41515

3024 HARNEY STREET

OMAHA, NEBRASKA 68131

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the LIMIT OF THE AGENTS AUTHORITY AND THE LIABILITY OF THE COMPANY, HEREIN, THE AUTHORITY OF THE ATTORNEY-IN-FACT, and the LIABILITY OF THE COMPANY SHALL NOT EXCEED.

RECORDED 25000 DOLS 00 CTS
10440208

USE OF MORE THAN ONE POWER VOIDS THE BOND

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint:

BARBARA BOENSTEIN

in the City of CHICAGO, County of COOK, State of ILLINOIS

its true and lawful attorney-in-fact, at CHICAGO, in the State of ILLINOIS to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds and undertakings in behalf of court fiduciaries, who under the jurisdiction of a court, administer property held in trust; public official bonds; license and permit bonds; contract construction bonds; tax, lien, and miscellaneous bonds; required by Federal, State, County, Municipal Authority, or other obligees, provided that the liability of the company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

This power not valid unless used before December 31, 1975

The acknowledgment and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL INDEMNITY COMPANY at a meeting duly called and held on the 15th day of October, 1968:

"RESOLVED, that the President, or any Vice President of the Company, be, and that each of any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of NATIONAL INDEMNITY COMPANY, bonds, undertakings and all contracts of suretyship; and that any Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Vice President and attested by its Secretary this 1st day of OCTOBER, 1975

ATTEST

NATIONAL INDEMNITY COMPANY

Erna D. Vogt

Secretary

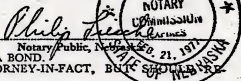
BY *Roland D. Miller*

Vice President

THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 1st day of OCTOBER 1975, before me, a Notary Public, personally appeared Roland D. Miller, Vice President of the NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. My Commission expires February 21, 1977



1. ONLY ONE POWER-OF-ATTORNEY MAY BE ATTACHED TO A BOND.
2. POWER-OF-ATTORNEY MUST NOT BE RETURNED TO ATTORNEY-IN-FACT, BUT IT SHOULD REMAIN A PERMANENT PART OF THE OBLIGEE'S RECORDS.
3. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.

GPN-CC

This Power Can Only Be Used In The State of INDIANA
Principal or case reference: E. L. C. CONTRACTORS

Omaha, Nebraska

Bond No. GPN 41514

PERFORMANCE BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-311 (Sept. 1963 Ed.)

KNOW ALL MEN BY THESE PRESENTS:

That **E. L. C. CONTRACTORS**

(Here insert the name and address or legal title of the Contractor)

3317 RODGERS AVENUE - FORT WAYNE, INDIANA

as Principal, hereinafter called Contractor, and NATIONAL INDEMNITY COMPANY as Surety.

hereinafter called Surety, are held and firmly bound unto THE CITY OF FORT WAYNE

(Here insert the name and address or legal title of the Owner)

FORT WAYNE, INDIANA

as Obligor, hereinafter called Owner, in the amount of **TWENTY FOUR THOUSAND FIVE HUNDRED AND NO/100**
 \$24,500.00

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for THE INSTALLATION OF ALUMINUM POLES, LIGHT HEADS AND CONDUIT ON PROJECT 110-75 - NORTH HIGHLANDS ADDITION in accordance with drawings and specifications prepared by RONALD BOMAR - ONE MAIN STREET - GUY COUNTY BUILDING FORT WAYNE, INDIANA

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this FIRST day of OCTOBER A. D. 1975

In the presence of:

E. L. C. CONTRACTORS (Seal)

By: E. Ken Dwyer (Principal)

NATIONAL INDEMNITY COMPANY

By: Barbara Lee (Surety)
ATTORNEY-IN-FACT

(Seal)

POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

GNP No 41514

3024 HARNEY STREET
OMAHA, NEBRASKA 68131

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the LIMIT OF THE AGENTS AUTHORITY AND THE LIABILITY OF THE COMPANY, HEREIN, THE AUTHORITY OF THE ATTORNEY-IN-FACT, AND THE LIABILITY OF THE COMPANY SHALL NOT EXCEED **25000 DOLLARS**

USE OF MORE THAN ONE POWER VOIDS THE BOND

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint

BARBARA BORNSTEIN

in the City of CHICAGO, County of COOK, State of ILLINOIS
its true and lawful attorney-in-fact, at CHICAGO in the State of ILLINOIS

to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds and undertakings in behalf of court fiduciaries, who under the jurisdiction of a court, administer property held in trust; public official bonds; license and permit bonds; contract construction bonds; tax, lien, and miscellaneous bonds; required by Federal, State, County, Municipal Authority, or other obligees, provided that the liability of the company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

This power not valid unless used before December 31, 1975

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL INDEMNITY COMPANY at a meeting duly called and held on the 15th day of October, 1968:

"RESOLVED, that the President, or any Vice President of the Company, be, and that each of any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of NATIONAL INDEMNITY COMPANY, bonds, undertakings and all contracts of suretyship; and that any Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Vice President and attested by its Secretary this 1st day of October 1975
ATTEST

NATIONAL INDEMNITY COMPANY

Ernest D. Vogt

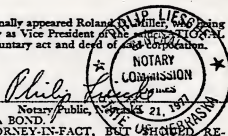
Secretary

BY *Roland D. Miller*
Vice President

THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 1st day of October 1975 before me, a Notary Public, personally appeared Roland D. Miller, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Vice President of the NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. My Commission expires February 21, 1977



1. ONLY ONE POWER-OF-ATTORNEY MAY BE ATTACHED TO A BOND.
 2. POWER-OF-ATTORNEY MUST NOT BE RETURNED TO ATTORNEY-IN-FACT, BUT MUST REMAIN A PERMANENT PART OF THE OBLIGEE'S RECORDS.
 3. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
- GNP-CC

This Power Can Only Be Used In The State of INDIANA
Principal or case reference. E. J. C. CONTRACTORS

NATIONAL INDEMNITY COMPANY

Omaha, Nebraska

NATIONAL INDEMNITY COMPANY

Omaha, Nebraska

Bond No. GPN 41516

PERFORMANCE BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-311 (Sept. 1963 Ed.)

KNOW ALL MEN BY THESE PRESENTS:

That E. L. C. CONTRACTORS

(Here insert the name and address or legal title of the Contractor)

3317 RODGERS AVENUE - FORT WAYNE, INDIANA

as Principal, hereinafter called Contractor, and NATIONAL INDEMNITY COMPANY as Surety,

hereinafter called Surety, are held and firmly bound unto THE CITY OF FORT WAYNE

(Here insert the name and address or legal title of the Owner)

FORT WAYNE, INDIANA

as Oblige, hereinafter called Owner, in the amount of THREE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$ 3,600.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated

entered into a contract with Owner for THE RESTORATION ACCORDING TO SPECIFICATIONS ON PROJECT 110-75

NORTH HIGHLANDS ADDITION

in accordance with drawings and specifications prepared by RONALD BOMAR - ONE MAIN STREET

CITY COUNTY BUILDING - FORT WAYNE, INDIANA

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this FIRST day of OCTOBER A. D. 19 75

In the presence of:

E. L. C. CONTRACTORS

(Principal)

(Seal)

By: Robert Duggan

(Title)

NATIONAL INDEMNITY COMPANY

(Surety)

(Seal)

By: Bubba B. B. B.

ATTORNEY-IN-FACT

POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

3024 HARNEY STREET

OMAHA, NEBRASKA 68131

GPN No 41516

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the LIMIT OF THE AGENTS AUTHORITY AND THE LIABILITY OF THE COMPANY, HEREIN, THE AUTHORITY OF THE ATTORNEY-IN-FACT, and the LIABILITY OF THE COMPANY SHALL NOT EXCEED **INSURED 25000 DOLS 00 CTS**

USE OF MORE THAN ONE POWER VOIDS THE BOND

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint

BARBARA BORNSTEIN

in the City of _____, County of _____, State of _____

its true and lawful attorney-in-fact, at _____, in the State of _____, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds and undertakings in behalf of court fiduciaries, who under the jurisdiction of a court, administer property held in trust; public official bonds; license and permit bonds; contract construction bonds; tax, lien, and miscellaneous bonds; required by Federal, State, County, Municipal Authority, or other obligees, provided that the liability of the company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

This power not valid unless used before December 31, 1975

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL INDEMNITY COMPANY at a meeting duly called and held on the 15th day of October, 1968:

"RESOLVED, that the President, or any Vice President of the Company, be, and that each of any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of NATIONAL INDEMNITY COMPANY, bonds, undertakings and all contracts of suretyship; and that any Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Vice President and attested by its Secretary this _____ day of _____, 19____.

ATTEST

NATIONAL INDEMNITY COMPANY

Ernest D. Vogt

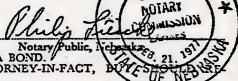
Secretary

BY *Roland D. Miller*
Vice President

THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this _____ day of _____, 19____, before me, a Notary Public, personally appeared Roland D. Miller, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Vice President of the said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. My Commission expires February 21, 1977



1. ONLY ONE POWER-OF-ATTORNEY MAY BE ATTACHED TO A BOND.
2. POWER-OF-ATTORNEY MUST NOT BE RETURNED TO ATTORNEY-IN-FACT, BUT MUST REMAIN A PERMANENT PART OF THE OBLIGEE'S RECORDS.
3. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.

GPN-CC

This Power Can Only Be Used In The State of INDIANA
Principal or case reference E. L. C. CONTRACTORS

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-75-10-57 ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with E.L.C. Contractor in amount of \$53,100.00
for installation of new street lighting in North Highlands Addition bounded by
State, Jesse, Spring and Tyler, Resolution 110-75.

SEE PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Installation of lighting in North Highlands Addition as petitioned
by property owners.

EFFECT OF NON-PASSAGE Failure to provide lighting as petitioned by property owners

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$53,100.00 (\$.018 per square
foot to be paid by property owners)

ASSIGNED TO COMMITTEE *city within jss*